

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
THIRDWAVE CORPORATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of October, 2019 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and THIRDWAVE CORPORATION, a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide enterprise resource planning system procurement services, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal, attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. **Warranty.** Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. **Non-Discrimination.** In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. **Non-Exclusive Agreement.** Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. **Delegation and Assignment.** This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. **Confidentiality.** Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. **Compensation.** Consultant shall be paid in accordance with the Payment Schedule set forth in Exhibit A. Consultant's total compensation shall not exceed One Hundred

Twenty Thousand Dollars (\$120,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval upon the completion of each task set forth in Exhibit A. "Completion" means the City has received and approved the deliverables for the task, including all subtasks. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the task completed, the services performed, the date of performance, the date of the City's acceptance of the deliverable for the task, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule agreed upon by City and Consultant. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of five (5) years, ending on September 30, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering

services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy

limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. **Endorsements.** The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. **Deductible or Self Insured Retention.** If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. **Certificates of Insurance.** Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. **Non-Limiting.** Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

ThirdWave Corporation
11400 W. Olympic Blvd. Suite 200
Los Angeles, CA 90064
Tel: (310) 914-0186
Attn: Roy Hernandez

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5243
Attn: Kelly Telford

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by

complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "B" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time,

or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT


Signature

ROY R. HERNANDEZ
[Name and Title]

Date: 10/24/19

561-98-6970
Social Security or Taxpayer ID Number

TID: 91-4232190

CITY OF COSTA MESA


Lori Ann Farrell Harrison
City Manager

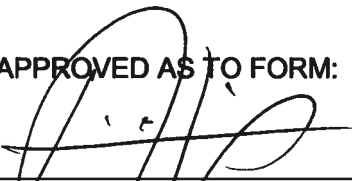
Date: 11/8/19

ATTEST:

Brenda Green 11/15/19
Brenda Green
City Clerk



APPROVED AS TO FORM:

 HA
Kimberly Hall Barlow
City Attorney

Date: 11/7/19

APPROVED AS TO INSURANCE:


Ruth Wang
Risk Management

Date: 11/4/19


APPROVED AS TO CONTENT:



Kelly Telford
Project Manager

Date: 11/3/19

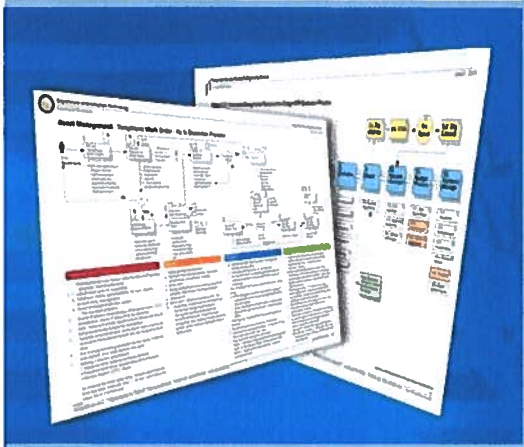
APPROVED AS TO PURCHASING:



Kelly Telford
Finance Director

Date: 11/3/19

EXHIBIT A
CONSULTANT'S PROPOSAL



Enterprise Resource Planning Procurement

Prepared for the City of Costa Mesa
August 26, 2019

**32
YEARS**

Thought Leadership Exceptional
Performance & Results since 1987



ThirdWave Corporation
Information Systems Intelligently Applied
11400 W. Olympic Blvd. Suite 200
Los Angeles, CA 90064
www.ThirdWaveCorp.com
310.914.0186





August 26, 2019

Steve Ely
Information Technology Director
Information Technology
City of Costa Mesa
77 Fair Dr, Costa Mesa, CA 92626
714.754.4891
steve.ely@costamesaca.gov

Subject: Proposal for Providing Professional Services: Enterprise Resource Planning System Procurement
Reference: Meeting with the City of Costa Mesa on June 13, 2019, and follow up conference call on August 24, 2019, same subject

Dear Steve,

Per the City's request, and our meetings on the procurement of a new Enterprise Resource Planning (ERP) system for the City of Costa Mesa, ThirdWave is pleased to provide this proposal.

This document reflects the scope of work reviewed in our meeting, and includes the Professional Services to articulate functional and technical requirements that will inform the development of a Request for Proposal for the procurement of an ERP. In addition, the proposed scope of work will include facilitating the procurement process, all the way through contract negotiation. In essence, ThirdWave will act as an extension of the City's staff resources, responsible for the execution and project management of the ERP procurement process. This proposal represents a supremely qualified firm offering:

- ***A core competency and specialization in Information Technology requirements definition used to produce solicitation documents resulting in the successful selection and implementation of ERP systems.*** ThirdWave is a subject matter expert in the entire government procurement life cycle. Our project expertise has included providing the following services for 32 years, for almost 300 (three-hundred) government clients.
 - Requirements Definition
 - Technical Specifications
 - Technical research and budget estimating
 - RFP Development
 - Procurement Assistance: facilitating bid conference, issuing addendum, developing vendor bench mark/scoresheets, vendor evaluation, and selection
 - Contract Negotiation
 - Project Management Office during the implementation phase
- ***Extensive experience working effectively with, and knowledge of, the City of Costa Mesa.*** Our firm has had the pleasure of working with the City on a comprehensive IT Strategic Planning project. Consequently, we are highly familiar with the organizational, business process and the Information Technology landscape. This will allow the proposed ERP project to move forward expeditiously out of the gate, leveraging the requirements knowledge gained in the ITSP project recently completed.
- ***Holistic software specifications, addressing the complete spectrum of technically detailed requirements, using ThirdWave's patented as-is and to-be Rapid Workflow® requirements definition methodology.*** This is a method City staff and management are already familiar with, as a result of the IT Strategic Planning project ThirdWave carried out for the City.

**32
YEARS**

Thought
Leadership,
Exceptional
Performance &
Results since
1987

ThirdWave Corporation

Information Systems Intelligently Applied SM since 1987

11400 W. Olympic Blvd. Suite 200 Los Angeles CA 90064 310.914.0186 V 310.312.9513 F



August 26, 2019

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Steve Ely
Information Technology Director
Information Technology

Subject: **Proposal for Providing Professional Services: Enterprise Resource Planning System Procurement**
Reference: Meeting on June 13, 2019, same subject

- ***A well thought out project approach, detailed work plan at a competitive price.*** The scope of work in this proposal reflects a preferred customer discount. Although we are providing a cost-effective proposal, we have not sacrificed on the work. The proposed project will employ rigorous best practices throughout.
- ***Disciplined and robust PMBOK™ Project Management, with a 100% track record of completing projects on or under schedule/budget.*** The ThirdWave Project Manager has 32 years' experience in managing approximately two-hundred (200) successful enterprise government IT projects. Rigorous project management best practices will be pivotal to the success of the proposed ERP engagement.
- ***A viable, full service Management Consulting/Systems Integration firm in business for 32 years.*** We have implementation, integration and project management experience with a broad range of technologies, e.g., networking/communications infrastructure, hardware, commercial off-the-shelf software, ERP applications, departmental applications (Asset Management, Land Management, GIS, Public Safety, etc.), and have received national and international AIIIM awards for Enterprise Content Management System projects. We are experts on Web-enabled/E-Government applications.
- ***A firm with peerless credentials, experience and professional qualifications.*** The proposed project team is made up of seasoned technical professionals.

ThirdWave has a solid understanding of the project goals, objectives and desired results, however, we look forward to reviewing and refining the project approach and scope, as required to best meet the desired project outcomes.

We offer demonstrated competence, professional qualifications, and most importantly, a proven capability at the City of Costa Mesa. As the City moves forward with this critical initiative, our firm is poised and ready to deliver. We look forward to providing the same level of success to the City as we have done for many other local Government customers.

We look forward to working with the City of Costa Mesa on this important engagement!

Sincerely,

Roy Hernandez
President / CEO
rhernandez@thirdwavecorp.com

**32
YEARS**

Thought
Leadership,
Exceptional
Performance &
Results since
1987

ThirdWave Corporation

Information Systems Intelligently Applied SM since 1987

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Section 1 Company Background



1.1 Company Overview

ThirdWave is a privately held California Corporation established in 1987 headquartered in Los Angeles (www.ThirdWaveCorp.com). ThirdWave has always been, and continues to be, a profitable and debt-free company. In the past, we have had offices in Los Angeles, San Jose, Las Vegas, Tampa, and New York City. The Los Angeles office has been our headquarters for 32 years. The principals of the firm are Roy Hernandez, President and Sergio Hernandez, Executive Vice President.

Our firm's extraordinary track record of accomplishment is attributed to our passionate commitment to the success of our clients, professional integrity, and technical excellence. Consequently, we have received numerous clients, national, and international industry recognition awards. Working in S.W.A.T.-team fashion, our staff members have established a track record for achieving extraordinary results in record time.



ThirdWave's Los Angeles
Headquarters Office
since 1988

Our mission is to address a need with expertise, optimize the effective use of computer tools, and work with end users to ensure success. Our company motto is as pragmatic as our philosophy: **"No excuses, just results!"** ThirdWave is a full-service Management Consulting/Systems Integration firm providing a broad range of professional and technical services. We offer a breadth and depth of professional and technical areas of expertise in several core competencies.

Figure 1.1.1: ThirdWave Areas of Expertise and Core Competencies

Rapid Workflow® Products	Business/IT Strategic Plans	Enterprise Content Management
<ul style="list-style-type: none"> • Bus. Process Improvement/BPM • Rapid Workflow® Mentoring • Certification Training • T3 Training Programs • Rapid Workflow® Licensing 	<ul style="list-style-type: none"> • Enterprise IT Strategic Plans • Cost/Benefit Analysis • Project Management Office • Enterprise Architecture • Standards and Best Practices 	<ul style="list-style-type: none"> • Award Winning ECMS Strategic Planning & Deployment • ECMS Application Development • Automated Workflow, e-Forms, e-Signatures, App. Integration
Web/e-Government Services	Integration Services	GIS Services
<ul style="list-style-type: none"> • E-Government Strategic Plans • Web Service Delivery Apps • E-Commerce Applications • Website/ASP Development 	<ul style="list-style-type: none"> • Enterprise App. Integration • ERP (Finance/HR/MM) • Infrastructure Security • Legacy Systems Integration • IT Staff Outsourcing 	<ul style="list-style-type: none"> • GIS Consulting • GIS Strategic Planning • Web-enabled GIS Apps • GIS Integration • GIS Staff Outsourcing
Procurement Services	Development Services	Project Management Office
<ul style="list-style-type: none"> • Requirements Definition • Functional & Technical Specs • RFP Development • Solicitation Process Facilitation • Contract Negotiation 	<ul style="list-style-type: none"> • Software/DB Development • Languages: AJAX, VB, .NET, C#, C++, Java, J2EE, VB, SQL • DB: Oracle, SQL Server, Access, MySQL, DB2 	<ul style="list-style-type: none"> • Project Specification & Planning • Project Management Best Practices • Resource Allocation Planning • PM Documentation and Metrics

ThirdWave has carried out IT projects for transportation, city, county, state and federal clients in 27 states, as illustrated in the figure below.

Figure 1.1.2: ThirdWave's Projects National Presence



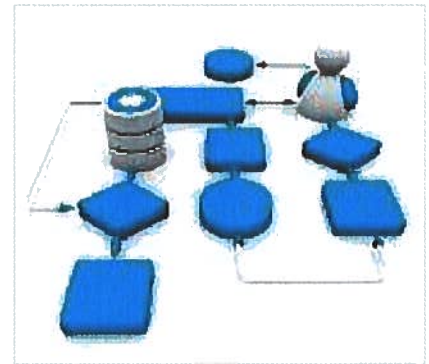
Section 2 Scope of Work



2.1 Approach

ThirdWave's approach for the project has gone through considerable planning e.g., assessment of project goals and objectives, scope definition, and resource allocation considerations of City and IT staff. Our approach is based on the following principles:

- **Use of Rapid Workflow Process Modeling®**, to rapidly produce **As-Is** and **To-Be** process models to articulate business, functional, and technical software requirements. ThirdWave will use the technique to expedite the requirements for all of the application software identified in the RFP. (The City of Costa Mesa is very familiar with the method and some staff have received training on the methodology, which will expedite the process.)
- **Employ government procurement best practices to develop solicitation specifications and manage the solicitation process.** ThirdWave will apply procurement best practices we have used for 32 years on more than 40 technology procurements.
- **Apply rigorous PMBOK™ project management best practices to manage the sizable project.** The development of requirements and RFP, and the solicitation process, will require seasoned and disciplined project management.



2.2 ThirdWave's Patented Methodology

Our understanding of the City of Costa Mesa RFP project is based on more than 32 years of specialization in providing requirements definition and RFP development for city, county, state and federal agencies throughout the US and Canada.

Our firm offers extensive requirements definition/RFP development experience. Our proven methodology produces detailed functional and technical requirements that, when incorporated into solicitation documents, provide clear performance specifications vendors can readily respond to.



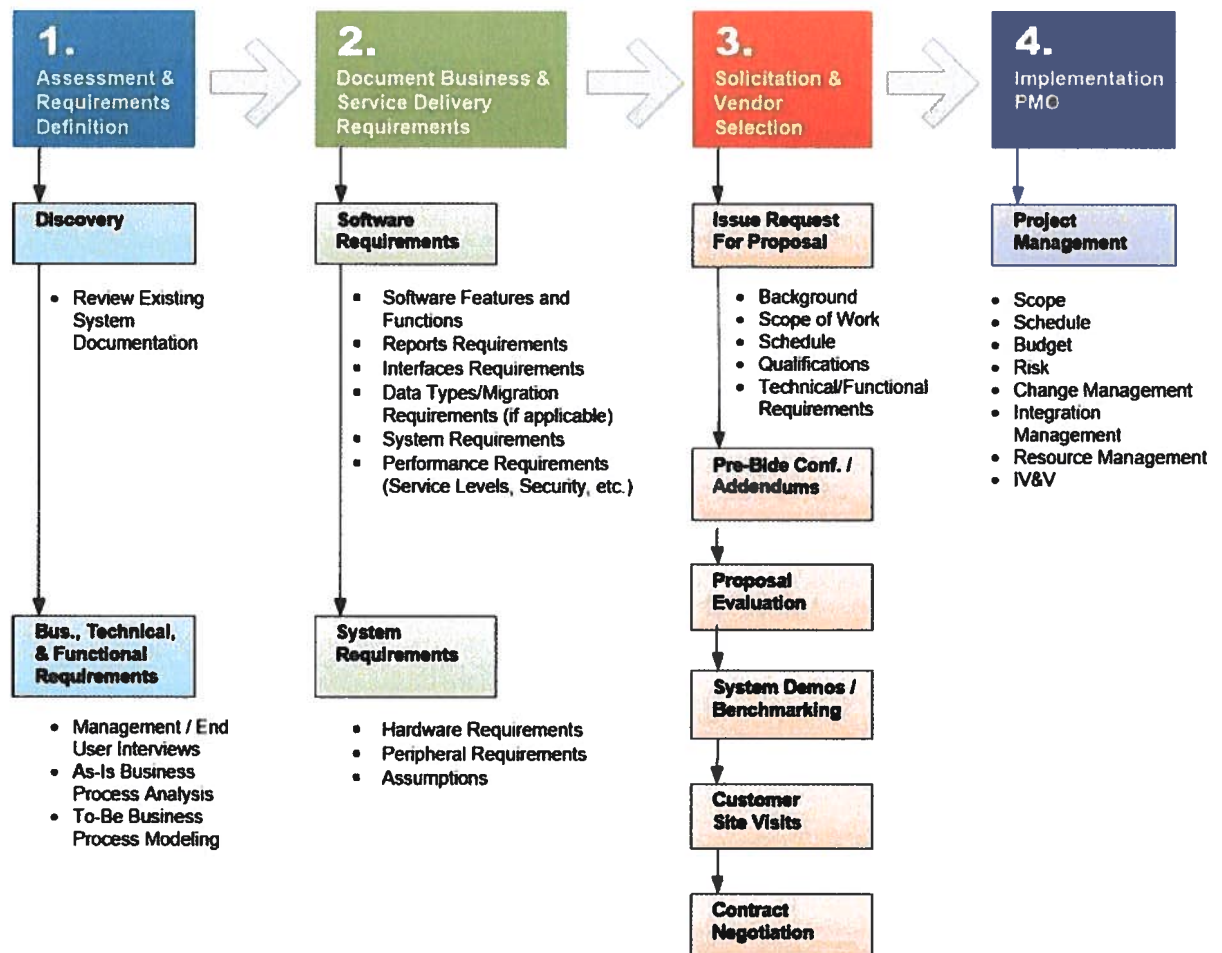
Through our comprehensive methodology using as-is and to-be business process modeling, we identify the following business, functional and technical requirements:

- **As-Is Business Process Models:** identifying challenges with existing business processes and systems, and/or the lack of contemporary technology. These artifacts are used to build staff consensus on existing challenges, as well as provide bidders with a snapshot of the business, process and technology issues facing staff in the current environment. This information is incorporated in the solicitation documents. The project will leverage eight as-is process maps produced as part of the ITSP.
- **To-Be Process Models:** illustrating the desired futures state business processes if the solutions identified in the as-is workshops were implemented by vendors. These artifacts provide potential bidders a well-defined vision of what end user require, allowing vendors to respond with solutions that will best meet or exceed the requirements. This information is incorporated in the solicitation documents.
- **Technical Specifications:** identifying specific technology capabilities that proposed software must satisfy. This information is incorporated into the solicitation documents, typically in the form of checklists addressing a comprehensive set of requirements, or performance specifications, including some or all of the following (as appropriate):
 - Software Features and Functions
 - Reports Requirements
 - Interfaces Requirements
 - Data Migration Requirements (if applicable)
 - System Requirements
 - Performance Requirements (Service Levels, Security, etc.)
 - Hardware Requirements
 - Assumptions

2.2.1 Project Approach

ThirdWave proposes to use a tried and proven best practice method for the execution of the proposed project, as illustrated below. The scope of work for this proposal includes phases 1, 2 and 3. The Implementation PMO (Project Management Office) is presented as an option as a future engagement.

Figure 2.2.1.1: Requirements, RFP, Solicitation, & Implementation Life Cycle



Based on our experience, the requirements definition, specification and solicitation phases of the project will be fairly straightforward – but will require a considerable, well-coordinated and orchestrated effort.

2.2.2 ThirdWave's Keys to Success

ThirdWave's understanding of what it will take to deliver a successful needs assessment, specification and procurement of the proposed enterprise modules can be summed up in the following critical success factors:

- Employ a comprehensive enterprise discovery, requirements definition and recommendations methodology that addresses management, operational and technology needs to support core business functions, business processes and customer service.
- Use a participatory process and techniques to engage stakeholders, foster buy-in and build consensus.
- Identify state-of-the-practice/emerging strategic business technologies that effectively support government business process improvement, foster customer access and transparency, and enhanced service delivery, while improving internal operating efficiencies.

2.3 Project Plan and Deliverables

The project work plan reflects a logical and structured approach for executing City's ERP Procurement project. All of the deliverables identified in City's RFP are addressed in this Proposal. Tasks/subtasks in the work plan will produce a deliverable, e.g., a workshop, meeting, document, presentation, etc. On tasks where the deliverable is a document, ThirdWave will provide an electronic copy either in MS Word or PDF, or as specified by City.

Some key draft deliverables will be provided to the City's Project Manager for review and comment by appropriate City staff. City review and comment subtasks are denoted with the prefix "City." Obtaining City review and comment on key deliverables is a risk management/quality control technique that will ensure the desired results are obtained.



2.3.1 Work Plan

The following provides a description of the proposed scope of work and project deliverables for the project.

PHASE 0 PROJECT MANAGEMENT

Task 0.1 Project Kick-off Meeting

This task will entail holding an onsite project kickoff meeting with the City and ThirdWave's Project Team. A PowerPoint presentation will be produced to review the project goal and objectives, project plan, deliverables, project schedule, ThirdWave and City responsibilities, and the PMBOK™ project management protocol.

Assumptions:

1. *Staff and management representing all departments heads affected by the proposed ERP will attend the kick-off meeting. Given that this is an enterprise system, all department heads and IT staff should attend. It is important that key stakeholders receive an overview of the project and understand its importance.*
2. *The project kick-off meeting will last one hour.*

Deliverable 0.1: Project Kick-Off Meeting

Task 0.2 Ongoing Coordination

This task will entail providing ongoing communication, planning and coordination of project tasks between the City and ThirdWave. This will be accomplished with weekly conference calls or onsite meetings if required.

Deliverable 0.2: Weekly Coordination Conference Calls

Task 0.3 Monthly Status Report

This task will entail providing written progress reports to the City's Project Manager outlining the status of the project on a monthly basis, including the following, as appropriate:

- Dashboard of the project status: scope, task completed, deliverables, cost
- Description of progress made during the reporting period
- Deliverables completed and delivered during the reporting period
- Outstanding issues and recommendations for resolution (if any)
- Scope, cost and schedule integrity status

Deliverable 0.3: Monthly Status Reports

PHASE 1 TECHNICAL & FUNCTIONAL REQUIREMENTS

Task 1.1 As-Is Rapid Workflow® Workshops

Task 1.1.1 Hold As-Is Workshops

This task will entail holding business requirements workshops for the key Finance and Human Resource business processes. The workshops will identify departmental and cross functional business and technology requirements. Working with business process stakeholders, as-is business process workshops will review and identify functional and technical requirements for each application.

The as-is workshops will be facilitated in the same manner as they were in the IT Strategic Plan, assessing business processes/activities encompassing management, operational and Information Technology challenges facing the existing business process.

Workshops will be carried out as appropriate for each of the ERP applications. The following list forms the basis of our proposed workshop list; processes with 'ITSP' were addressed in the ITSP and therefore will not be held in this project. This list will be reviewed and finalized during the project.

Financial Application Processes

1	General Ledger	1
2	General Accounting	ITSP
3	Accounts Payable	ITSP
4	Accounts Receivable	1
5	Treasury.....	ITSP
6	Year End Closing.....	ITSP
7	Store Inventory	ITSP
8	Budgeting.....	1
9	GASB34 Reporter	1
10	Project Accounting.....	1
11	Fixed Assets	1
12	Contract Management	1

Human Resource Processes

13	Payroll.....	ITSP
14	Benefits.....	ITSP
15	New Hires	ITSP
16	Position Budgeting.....	1

As-Is Workshops 8

Assumptions:

1. To maximize project resources, and contain the project timeline, two (2) workshops will be held per day on Monday through Thursday until all working session have been completed.

Deliverable 1.1.1: As-Is Business Requirements Workshops

Task 1.1.2 Document Business & Service Delivery Requirements

This task will include documenting the business, functional, and technical requirements data collected in the working session. The session notes will be provided to City's Project Manager for distribution to the participants of each group for review and comments.

Deliverable 1.1.2: Draft Business Process Maps

City 1.1.2 City Review & Comment

This task will entail appropriate City staff reviewing the draft process maps and providing comments and suggested revisions. A set of comments will be provided to the ThirdWave Project Manager.

Deliverable 1.1.2.: Comments

Task 1.1.3 Finalize As-Is Business Process Maps

This task will entail incorporating the City's comments to produce the final Rapid Workflow® business needs assessment deliverable. The data collected in this deliverable will be referenced and used to produce the To-Be process models and technical specifications.

Deliverable 1.1.3: As-Is Business Process Maps

Task 1.2 To-Be Rapid Workflow® Workshops

Task 1.2.1 Hold To-Be Process Workshops

This task will entail holding To-Be Rapid Workflow® workshops to identify the features and functions the proposed software must satisfy. Drawing upon the information gathered from business process owners in the previous workshops, the As-Is business process maps and findings, this task will modify the process maps to reflect business, functional and technical requirements of sufficient detail that they can be incorporated into the technical section of a Request for Proposal. Typical To-Be data collected in these workshops will include the following:

- Software Features and Functions
- Reports Requirements
- Interfaces Requirements
- Data Types/Migration Requirements (if applicable)
- System Requirements
- Performance Requirements (Service Levels, Security, etc.)
- Hardware Requirements
- Assumptions

To-Be workshops will address the following:

Financial Application Processes

1	General Ledger.....	1
2	General Accounting	1
3	Accounts Payable	1
4	Accounts Receivable	1
5	Treasury.....	1
6	Year End Closing.....	1

7	Store Inventory	1
8	Budgeting.....	1
9	GASB34 Reporter.....	1
10	Project Accounting.....	1
11	Fixed Assets	1
12	Contract Management	1

Human Resource Processes

13	Payroll.....	1
14	Benefits.....	1
15	New Hire	1
16	Position Budgeting.....	1

	To-Be Workshops	16
--	-----------------	----

Assumptions:

1. To maximize project resources, and contain the project timeline, two (2) workshops will be held per day on Monday through Thursday until all working session have been completed.

Deliverable 1.2.1: To-Be Business Workshops

Task 1.2.2 Document To-Be Processes

This task will entail taking the notes from the To-Be Rapid Workflow® sessions, and producing To-Be (or future state) business processes in MS Visio for each function reviewed in the working sessions.

Deliverable 1.2.2: Draft To-Be Process Maps

City 1.2.2 Review & Comment

This task will entail appropriate City staff reviewing the draft deliverable and providing comments and suggested revisions. Comments, revisions and corrections to the document will be reconciled and consolidated by the City for each business process model, with one set of comments transmitted to the ThirdWave Project Manager.

Deliverable 1.2.2: Comments

Task 1.2.3 Final To-Be Business Process

This task will entail incorporating the City's comments to produce the final To-Be business process map deliverable. The data collected in this deliverable will form the basis for the technical and performance specification incorporated into the RFPs.

Deliverable 1.2.3: To-Be Business Process Maps

Task 1.3 ERP Reporting Requirements**Task 1.3.1 Hold Report Requirements Workshops**

This task will entail holding workshops with business process owners and subject matter experts to produce a list of required reports for each of the following applications modules:

Financial Applications

- 1 General Ledger
- 2 General Accounting
- 3 Accounts Payable
- 4 Accounts Receivable
- 5 Treasury
- 6 Year End Closing
- 7 Store Inventory
- 8 Budgeting
- 9 GASB34 Reporter
- 10 Project Accounting
- 11 Fixed Assets
- 12 Contract Management

HR Applications

- 13 Payroll
- 14 Benefits
- 15 New Hires
- 16 Position Budgeting

The report specification will identify the following for each report:

- Report Name
- Purpose of Report
- Minimum Key Report Data
- Method of providing report:
 - Out of the Box
 - Configurable
 - Programmable
 - 3rd Party
 - Not provided

This information will be provided as an appendix in the RFP document.

Assumptions:

1. *These workshops will last between 1 to 2 hours.*

Deliverable 1.3.1: Report Requirement Workshops**City 1.3.1 Review & Comment**

This task will entail appropriate City staff reviewing the draft deliverable and providing comments / suggested revisions.

Deliverable 1.3.1: Comments

Task 1.3.2 Reporting Requirements

This task will entail incorporating City staff comments to finalize the Report Specification appendix.

Deliverable 1.3.2: Report Specification

Task 1.4 ERP Interface Requirements**Task 1.4.1 Hold Interface Requirements Workshops**

This task will entail holding a Rapid Workflow® workshop with subject matter experts for the following. ThirdWave and the City will determine how to best address interface – and the number of meetings it will take to produce this specification.

Financial Applications

- 1 General Ledger
- 2 General Accounting
- 3 Accounts Payable
- 4 Accounts Receivable
- 5 Treasury
- 6 Year End Closing
- 7 Store Inventory
- 8 Budgeting
- 9 GASB34 Reporter
- 10 Project Accounting
- 11 Fixed Assets
- 12 Contract Management

HR Applications

- 13 Payroll
- 14 Benefits
- 15 New Hires
- 16 Position Budgeting

Deliverable 1.4.1: Interface Requirements Workshops

City 1.4.1 Review & Comment

This task will entail appropriate City staff reviewing the draft deliverable and providing comments / suggested revisions.

Deliverable 1.4.1: District Comments

Task 1.4.2 Interface Requirements

This task will entail incorporating City staff comments to finalize the Interface Requirements Specification appendix.

Deliverable 1.4.2: Interface Requirements

Task 1.5 Data Migration Workshops**Task 1.5.1 Hold Data Migration Workshops**

This task will entail holding workshops with IT and Finance staff to identify the data that will need to be migrated from the existing system(s) into the proposed ERP system. ThirdWave and the City will determine how to best address interface – and the number of meetings it will take to produce this specification.

Financial Applications

- 1 General Ledger
- 2 General Accounting
- 3 Accounts Payable
- 4 Accounts Receivable
- 5 Treasury
- 6 Year End Closing
- 7 Store Inventory
- 8 Budgeting
- 9 GASB34 Reporter
- 10 Project Accounting
- 11 Fixed Assets
- 12 Contract Management

HR Applications

- 13 Payroll
- 14 Benefits
- 15 New Hires
- 16 Position Budgeting

Deliverable 1.5.1: Data Migration Workshops**City 1.5.1 Review & Comment**

This task will entail appropriate City staff reviewing the draft deliverable and providing comments / suggested revisions.

Deliverable 1.5.1: Comments**Task 1.5.2 Data Migration Requirements**

This task will entail incorporating City staff comments to finalize the Data Migration Requirements Specification appendix.

Deliverable 1.5.2: Data Migration Requirements**Task 1.6 Develop Implementation Plan****Task 1.6.1 Draft Implement Plan**

This task will entail developing a comprehensive plan to implement the ERP system including prioritization of solution requirements, suggested timeframes for implementing the solution, necessary City staff resources, and allocation of time.

A detailed plan of action report related to the implementation of solutions and the phases of each will clearly detail City resources needed to implement the solutions, including assessment of staff's current workloads in consideration of the workload demands associated with an ERP implementation, and identification of areas in which outside temporary help could be utilized.

Deliverable 1.6.1: Draft Implementation Plan

City 1.6.1 Review & Comment

This task will entail appropriate City staff reviewing the draft deliverable and providing comments / suggested revisions.

Deliverable 1.6.1: Comments

Task 1.6.2 ERP Implementation Plan

This task will entail incorporating the comments provided by the City to produce the final ECMS RFP document deliverable.

Deliverable 1.6.2: ERP Implementation Plan

Phase 2 PROCUREMENT PHASE

Task 2.1 ERP RFP Requirements

Task 2.1.1 Draft RFP Requirements

This task will entail developing an Enterprise Module RFP(s) for the solicitation of competitive bids. ThirdWave will produce the technical section of a Request For Proposal (RFP) document that is responsive to the business, functional and technical requirements identified in previous project tasks, including the following sections:

RFP Sections

- Goals & Objectives
- Scope of Work
- Deliverables
- Implementation Time Table: Critical dates for the project and Milestones when the contractor is to complete certain phases
- Vendor Qualifications
- Responsibilities of all the Parties (provided by the Client)
- Description of the Bid Evaluation Process (provided by the Client)
- The term of the proposed contract, the anticipated date contract work will commence and date of completion
- Technical Requirements:
 - Features and Function Matrix: out-of-the-box, configurable, or custom programmed, 3rd party, not provided
 - Reports Matrix: out-of-the-box, configurable, or custom programmed, 3rd party, not provided
 - Interfaces: APIs, Custom Programmed, etc.
 - Data Migration

- Cost Proposal, including
 - Software Costs:
 - Purchased Software & Maintenance Costs
 - On premise, leased (on premise), Hosted (cloud) or a combination
 - Professional Services:
 - Installation/Configuration costs
 - Integration/Interface costs
 - Data Migration costs
 - Training costs
- On-going training options

Assumptions:

1. The scope will state that the contractor will complete all services listed on a Fixed Fee, deliverable based, contract.
2. The order of the foregoing will be discussed and finalized based on the City's typical RFP content sequence.

Deliverable 2.1.1: Draft Technical Section to RFP

City 2.1.1 Review & Comment

This task will entail appropriate City staff reviewing the draft deliverable and providing comments / suggested revisions.

Deliverable 2.1.1: Comments

Task 2.1.2 ERP RFP

This task will entail incorporating the comments provided by the City to produce the final RFP deliverable(s).

Deliverable 2.1.2: ERP RFP Technical Sections

Task 2.2 Pre-Bid Conference

This task will entail the following activities:

- Develop the agenda for the conference.
- Facilitate the meeting.
- Take notes of questions and answers on technical questions, as appropriate.

Assumptions:

1. Purchasing, Contractual and the City's Terms & Conditions will be addressed by the City.

Deliverable 2.2: Attend Pre-bid Conference

Task 2.3 Assist with Response to Questions & Addendums

This task will entail providing input to the evaluation committee responding to questions raised by vendors in the pre-bid conference. ThirdWave will assist City IT staff respond to technical questions.

Assumptions:

1. *Non-technical questions related to the Standard City Contract, Terms & Condition, Insurance requirements, etc. will be addressed by appropriate City staff.*

Deliverable 2.3: Respond to Questions & Addendums**Task 2.4 Vendor Proposals Evaluation**

This task will entail assisting the City evaluate vendor proposals, working with core project team to provide input and recommendations to assist with proposal reviews. This task will include the following activities:

- Develop consistent comparison criteria for a qualified vendor selection process by comparing the: Vendor Qualifications, Similar Projects, Technical Proposal, Cost Proposal, etc.
- Develop vendor evaluation score cards.
- Assist the client review and evaluate vendor proposals, provide counsel in the best interest of the City.
- Assist in scoring RFP responses using a vendor scoring matrix.

Deliverable 2.4: Proposal Evaluation & Vendor Shortlisting**Task 2.5 Vendor Demonstrations / Benchmarks**

This task will entail assisting the City prepare for the vendor demonstrations/benchmarks. The difference between a demo and a benchmark is that a demonstration is a generic demonstration of a system's features and functions, and the latter is the demonstration of features and function following a script to specifically demonstrate how the system will address specific City software requirements. This task will include the development of the following:

1. Agenda
2. Presentation scripts
3. Demonstration / Benchmark Scripts
4. Benchmark Scoresheets for the evaluation committee's use

Deliverable 2.5: Vendor Demonstration Agenda & Scripts**Task 2.6 Attend Vendor Demonstrations**

This task will entail attending and facilitating the vendor demos/benchmarks of short-listed vendors. ThirdWave will work with the City Team to prepare an agenda for use in vendor demonstrations, including demonstration scripts/demonstration evaluation forms for use by the selection committee. We will manage the clock to ensure all vendors have a leveled playing field to demonstrate their solutions.

Deliverable 2.6: Attend Vendor Demonstrations

Task 2.7 Vendor Evaluation & Selection

This task will entail assisting the evaluation committee score the vendor demonstrations/benchmarks. This will also include collecting and compiling scores for the committee's consideration. If required, we will assist in developing requests for clarifications with regards to the vendor proposal and/or demonstrations.

Deliverable 2.7: Vendor Selection Input

Task 3.0 Contract Negotiation**Task 3.1 Assist with Contract Negotiation**

This task will entail assisting the City during the contract negotiation process. We Participate in client meetings to discuss contract negotiation strategies and advocate for the client; act to ensure that the City's best interest are represented in the final vendor agreement, including short and long-term cost, services and schedule.

Deliverable 3.1: Contract Negotiation

2.3.2 Optional: Implementation Phase Project Management

ThirdWave is also capable of providing project management services (PMO) for the implementation of the ERP system.

PHASE 2 PROJECT MANAGEMENT

This task will entail ThirdWave providing the necessary services to manage the implementation of the Enterprise Resource Planning system. We will provide a PMO team consisting of a Advisory Program Manager (5% FTE), Project Manager (50% FTE) supported by one Systems Specialist (15%).

Task O 1 Project Initiation**Task O.1.1 Project Charter**

This task will entail developing a project charter in collaboration with City IT Staff. Project charters typical address the following:

Working with the City's Executive Sponsor and Project Team, this task will entail developing a project charter addressing the following:

- Project Background
- Goals
- Scope of Work: from the vendor contracts
- Out of Scope Activities
- Key Stakeholders, roles & responsibilities
 - Executive Sponsor
 - City Department Heads

- City Finance & HR Stakeholder Team
- Project Team Members
- Project Milestones
- Project Schedule
- Project Budget
- Constraints
- Assumptions
- Risks and Dependencies

Deliverable O.1.1: Project Charter**Task O.1.2 Communication Plan**

This task will entail developing a project communication plan, which will provide guidance on the most appropriate forms of communications for the project team. Protocols for the use of email, onsite/web meetings, and verbal communications will be identified. The frequency/schedule for regular project managers coordination, project team status meetings, and management meetings will be articulated.

Deliverable O.1.2: Communication Plan**Task O.1.3 Change Management Plan**

This task will entail a number of change management activities as it applies to managing the people side of implementing new technologies, e.g., communication, education and resistance management, as the ERP is implemented.

Deliverable O.1.3: Change Management Plan**Task O.1.4 Project Kick-off Meetings**

This task will entail holding an onsite project kickoff meeting with City staff and ThirdWave's Project Team. A PowerPoint presentation will be produced to review the overall project goal and objectives, project plan, deliverables, project schedule, ThirdWave and City responsibilities, and the PMBOK™ project management protocol.

Assumptions:

1. *Staff and management representing all departments will attend the kick-off meeting.*

Deliverable O 1: Project Kick-Off Meeting**Task O.1.5 Ongoing Weekly Coordination**

This task will entail providing ongoing project coordination, including: communications, planning and coordination project tasks between implementation vendor(s), the City and ThirdWave Project Team. This will be accomplished with weekly meetings (in person or video) and/or conference calls.

Deliverable O 3: Weekly Coordination Conference Calls**Task O.1.6 Monthly Status Report**

This task will entail providing written progress reports to the City of Costa Mesa's Executive Sponsor and Project Team, outlining the status of the project on a monthly basis, including the following, as appropriate:

- Dashboard of the project status
- Description of progress made during the reporting period
- Deliverables completed and delivered during the reporting period
- Outstanding issues and recommendations for resolution (if any)
- Scope, cost and schedule integrity status

Deliverable O 4: Monthly Status Reports

Task O.1.7 Project Management / Vendor Oversight

This task will entail providing ongoing oversight across all enterprise module implementation projects. This task will include monitoring the following:

- Project Scope, and compliance with the Contract
- Project Schedule, reviewing schedule integrity and working with vendors to mitigate schedule delays.
- Review of deliverables against the Contract Scope of Work
- Project Budget, in the review on invoicing against completed deliverables.
- Risk identification and management, from the vendor and City sides
- Review proposed Changed Orders
- City Staff resource availability
- Liaise with vendors on behalf of the City when there is risk to the project goals, deliverables and milestones.

Deliverable O.1.7: Ongoing Project Management Oversight

Task O.1.8 Monthly Management Status Presentations

This task will entail producing an executive presentation on the status of the implementation project(s) including Scope, schedule and costs. If the application implementation turns out to be carried out by multiple vendors ThirdWave will collect vendor project schedules to produce a consolidated master schedule throughout the duration of the implementation phase. The monthly management presentation will identify ongoing progress and potential risks.

Deliverable O.1.8: Monthly Management Status Presentations

Task O.1.9 Ongoing Management Meetings & Presentations

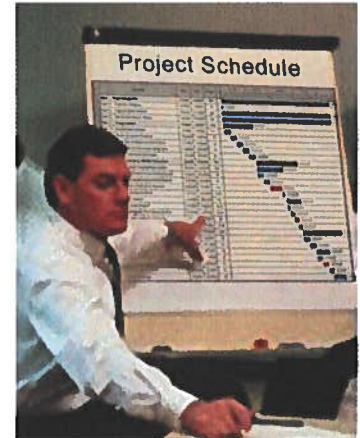
This task will entail participating in project meetings, ad hoc management meetings and/or conference calls, impromptu management/executive presentations, as required.

Deliverable O.1.0: Project Meetings & Presentations

2.4 Project Schedule

ThirdWave produced a MS Project Schedule for all aspects of the project. As described in Section 5.1, the proposed project will be executed as one consolidated project during requirements definition and broken into one or more RFPs, as appropriate, managed in one master project schedule. (See *Figure 5.3.1: Preliminary Project Schedule, on the next page.*)

Since the RFP did not specify a preference, or prioritization, for the execution of the applications, ThirdWave used the order of modules shown in the RFP. Moreover, since the diversity of applications may or may not be provided by one ERP vendor, or the City may want the flexibility to break up the procurement into separate RFPs, ThirdWave will collaborate with the City in deciding which approach will work best.



ThirdWave uses formal MS Project schedules to manage all of our projects; we will do the same on City's needs assessment project. The **preliminary MS Project Schedule** on the following pages reflects the start and completion dates. Wherever possible, tasks have been planned in parallel to compress the project schedule in an effort to shorten the project duration as much as possible. The Project Schedule illustrates an itemized Work Breakdown Structure of all project phases, tasks and associated subtasks and corresponding deliverables.

The Project Schedule also indicates instances where the City will be provided deliverables for review/comment, denoted with the prefix "City", indicating a City task. The time allotted for the turnaround of draft deliverables is shown in red on the Project Schedule.

The MS Project Schedule(s) will be used as a point of reference against which the progress of the project(s) will be tracked and managed.

Figure 2.4.1: Preliminary Project Schedule

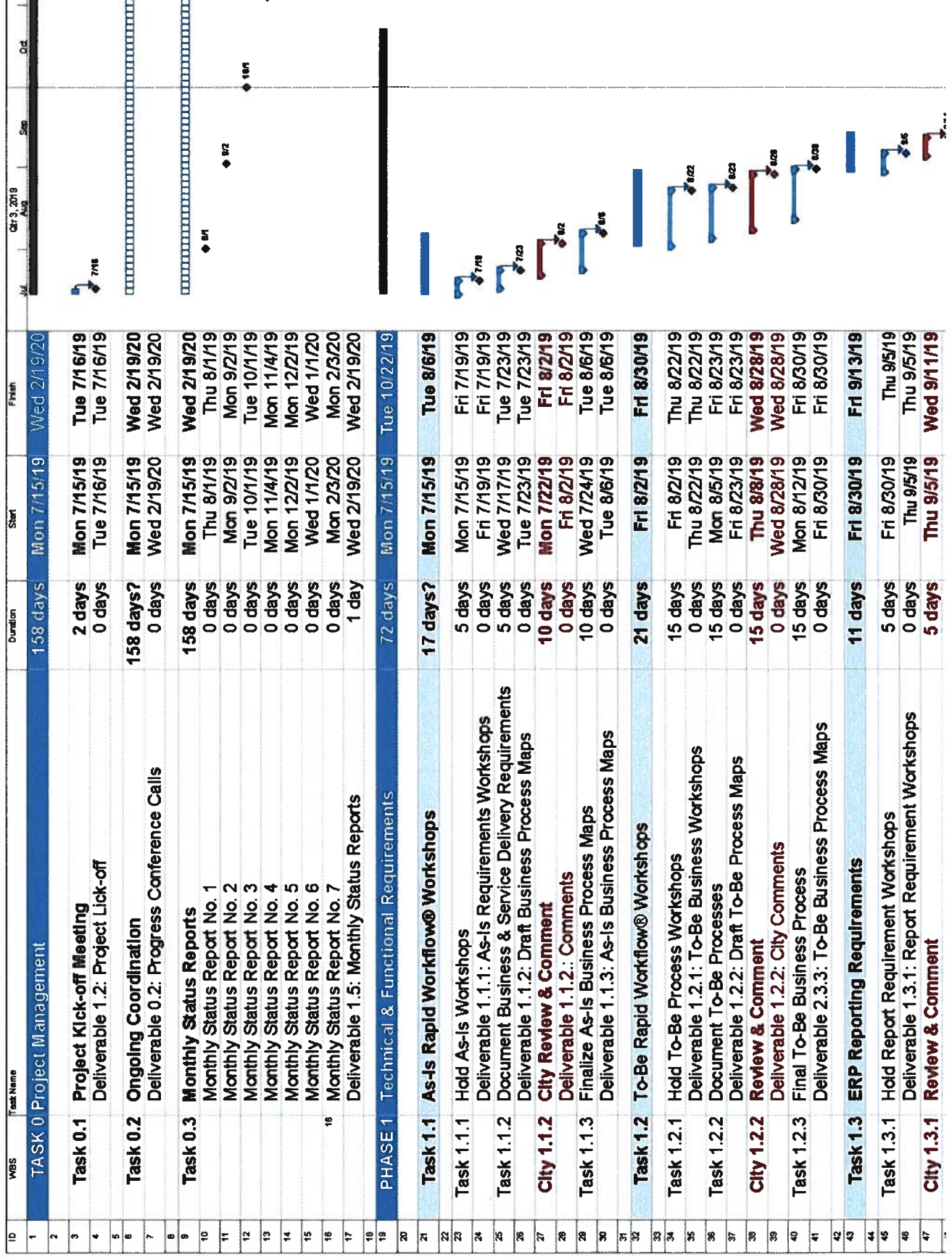


Figure 2.4.1: Preliminary Project Schedule

ID	WBS	Task Name	Duration	Start	Finish	Jul	Aug	Sep	Oct
57		Deliverable 1.4.1: City Comments	0 days	Thu 9/26/19	Thu 9/26/19				
58	Task 1.4.2	Interface Requirements	3 days	Fri 9/27/19	Tue 10/1/19				
59		Deliverable 1.4.2: Interface Requirements	0 days	Tue 10/1/19	Tue 10/1/19				
60									
61	Task 1.5	Data Migration Workshops	8 days	Tue 10/1/19	Thu 10/10/19				
62	Task 1.5.1	Hold Data Migration Workshops	4 days	Tue 10/1/19	Fri 10/4/19				
63		Deliverable 1.5.1: Data Migration Workshops	0 days	Fri 10/4/19	Fri 10/4/19				
64	City 1.5.1	Review & Comment	3 days	Fri 10/4/19	Tue 10/8/19				
65		Deliverable 1.5.1: City Comments	0 days	Tue 10/8/19	Tue 10/8/19				
66	Task 1.5.2	Data Migration Requirements	2 days	Wed 10/9/19	Thu 10/10/19				
67		Deliverable 1.5.2: Data Migration Requirements	0 days	Thu 10/10/19	Thu 10/10/19				
68									
69	Task 1.6	Develop Implementation Plan	9 days?	Thu 10/10/19	Tue 10/22/19				
70	Task 1.6.1	Draft Implementation Plan	4 days	Thu 10/10/19	Tue 10/15/19				
71		Deliverable 1.6.1: Draft Implementation Plan	0 days	Tue 10/15/19	Tue 10/15/19				
72	City 1.6.1	Review & Comment	3 days	Wed 10/16/19	Fri 10/18/19				
73		Deliverable 1.6.1: City Comments	0 days	Fri 10/18/19	Fri 10/18/19				
74	Task 1.6.2	ERP Implementation Plan	2 days	Mon 10/21/19	Tue 10/22/19				
75		Deliverable 1.6.2: ERP Implementation Plan	0 days	Tue 10/22/19	Tue 10/22/19				
76									
77	PHASE 2	PROCUREMENT	88 days	Tue 10/1/19	Thu 1/30/20				
78									
79	Task 2.1	ERP RFP Development	20 days	Tue 10/1/19	Mon 10/28/19				
80									
81	Task 2.1.1	Draft ERP RFP	10 days	Tue 10/1/19	Mon 10/14/19				
82		Deliverable 2.1.1: Draft ERP RFP	0 days	Mon 10/14/19	Mon 10/14/19				
83	City 2.1.1	Review & Comment	5 days	Tue 10/15/19	Mon 10/21/19				
84		Deliverable 2.1.1: City Comments	0 days	Mon 10/21/19	Mon 10/21/19				
85	Task 2.1.2	ERP RFP	5 days	Tue 10/22/19	Mon 10/28/19				
86		Deliverable 2.1.2: ERP RFP	0 days	Mon 10/28/19	Mon 10/28/19				
87	City	POST RFP	0 days	Mon 10/28/19	Mon 10/28/19				
88									
89	Task 2.2	Pre-Bid Conference	3 days	Fri 11/8/19	Tue 11/12/19				
90		Deliverable 2.2: Attend/Facilitate Pre-bid Conference	0 days	Tue 11/12/19	Tue 11/12/19				
91									
92	Task 2.3	Assist with Response to Questions & Addendums	5 days	Tue 11/12/19	Mon 11/18/19				
93		Deliverable 2.3: Respond to Questions & Addendums	0 days	Mon 11/18/19	Mon 11/18/19				
94	City	PROPOSALS DUE	0 days	Mon 12/2/19	Mon 12/2/19				
95									
96	Task 2.4	Vendor Proposals Evaluation	10 days	Mon 12/2/19	Fri 12/13/19				
97		Deliverable 2.4: Proposal Evaluation & Shortlisting	0 days	Fri 12/13/19	Fri 12/13/19				
98									
99	Task 2.5	Vendor Demonstrations / Benchmarks	5 days	Mon 1/6/20	Fri 1/10/20				
100		Deliverable 2.5: Vendor Demonstrations Agenda/Scripts	0 days	Fri 1/10/20	Fri 1/10/20				
101									
102	Task 2.6	Attend Vendor Demonstrations	5 days	Mon 1/20/20	Fri 1/24/20				

2.5 Similar Projects & Customer References

ThirdWave is a subject matter expert in the entire life cycle encompassing all of the services identified in the City's RFP. Over the last 32 years we have executed projects that have included providing some or all of the following services to almost 300 (three-hundred) government clients:

- Requirements Definition
- Technical Specifications
- Technical research and budget estimates
- RFP Development
- Procurement Assistance
- Contract Negotiation
- Project Management Office during the implementation phase.



ThirdWave's track record of success with our clients is attributed to the following:

- Employing a comprehensive methodology addressing enterprise needs to support core business functions, processes, and extraordinary customer service.
- Using a participatory process to engage stakeholders, foster buy-in, and build consensus.
- Identifying strategic business technologies that effectively support business process improvement, foster customer access, transparency, and enhanced service delivery, while improving internal operating efficiencies.

The following is a list of similar projects and references for the City's consideration.

2.5.1 City of Berkeley: ERP Requirements, 6-RFP Development, Procurement, Contract Negotiations

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Director
Dept. of Infor. Technology
City of Berkeley
Martin Luther King, Jr. Civic Ctr.
2180 Milvia Street, 4th Floor
Berkeley, CA 94704
510.981.6525
SChaudhary@cityofberkeley.info



Mar. 2018 – Mar. 2019

ThirdWave was retained to develop Enterprise Applications Requirements, RFP Development, Solicitation Management, and Contract Negotiations for **six ERP applications**. To our

knowledge, this is the first time in our 31-year experience that we've heard of a City attempting this. (This project was a follow-up to the City's ERP financials module implementation.) The following RFPs were developed as part of this project:

1. Computerized Maintenance Management System / Enterprise Asset Management System
2. Fleet Management System
3. Zero Waste Management System
4. Real Estate & Leased Property Management System
5. Performance & Learning Management System
6. Business Licenses System

This project is currently in the final phase of Contract Negotiation. ThirdWave has enjoyed a long-term relationship with the City of Berkeley, CA primarily because of our proven ability to deliver results as a trusted partner. As of this writing we are on our eighth contract in 3 years.

2.5.2 Helix Water District ERP Requirements, RFP Development, Procurement & PMO

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ThirdWave has enjoyed a long-term relationship with Helix Water District (near San Diego) primarily as a result of our proven ability to deliver results as a trusted partner. Here are the ERP projects we have carried out over the last 5 years:

March - October 2013	ERP Customer Utility Billing Requirements, RFP, Vendor Selection, Contract Negotiation
May - October 2013	ECMS Requirements, RFP, Vendor Selection, Contract Negotiation
August 2014 - Nov 2015	PMO Services for Kayenta ERP Customer Billing System, OnBase ECMS, XC2 Systems Implementation (\$2,600,000 project)
July 2016 – July 2017	ERP Financials Requirements, RFP, Vendor Selection, Contract Negotiation (\$5,000,000 project)
June 2017 – June 2018	PMO Services for ERP Financial Implementation, as needed

This is what the executive sponsor had to say about our performance.

May 14, 2014

In April 2013, the Helix Water District retained ThirdWave Corporation for consulting services to support the procurement of the District's Enterprise Resource Planning (ERP) and Enterprise Content Management (ECM) systems. The scope of work for consulting services included: business needs assessment, development of business process documentation and technical requirements, enterprise software RFP development and detailed specifications, evaluation and selection of ERP solutions, and contract negotiations and review.

While the District was impressed with ThirdWave's breadth of experience related to business needs assessment and business process documentation, we selected ThirdWave due to their interpersonal skills including effective communication. We knew that we would be relying on this consultant to help the District move forward with a very risky and challenging project and we knew we wanted a firm that had the skills and abilities to help mitigate risk and ensure a successful implementation. We found that firm in ThirdWave. The team has a strong track record, is very experienced, has strong communication and organization skills and the ability to effectively implement the District's scope of work.

ThirdWave's project management skills and value added have allowed the District's project to stay on track. ThirdWave's experience and their Rapid Workflow methodology made it easy to document our business processes. We achieved huge results faster than we could have imagined. Roy Hernandez is a skilled facilitator that understands how to effectively and respectfully ask questions to gain the important details to chart out our business processes. The team enjoyed working with Mr. Hernandez because he is personable and quickly understands the unique aspects of the District's business. Mr. Hernandez knows how to use his Rapid Workflow methodology to gather key information about our business processes which helped in developing a clear statement of work for the RFP for the ERP/ECM systems.

Mr. Hernandez has a vast knowledge about government procurement processes which helped the District to develop a detailed and objective process to procure the ERP/ECM systems.

ThirdWave has provided invaluable advice and guidance on the procurement of the ERP/ECM systems. They have the breadth of experience which has helped to ask the key questions during the vendor presentations. We are pleased with the results and the excellent consulting services that Third Wave has provided. We highly recommend Third Wave for ERP procurement and business needs assessment.

We are fortunate to have found Third Wave with their depth of knowledge, strong communication and interpersonal skills, as well as high integrity.

Lisa Stoia
Finance Director
Executive Sponsor, ERP project

2.5.3 City of Centennial ERP Requirements, RFP & Procurement

Mitch Meier
Sr. Management Analyst
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303.754-3328
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ThirdWave has enjoyed a long-term relationship with the City of Centennial, Colorado, primarily because of our proven ability to deliver results as a trusted partner. Here are the projects we have carried out over the last 5 years:

September – Nov. 2013	Information Technology Strategic Plan
June 2017 – Dec 2017	ERP Requirements, RFP, Vendor Selection, Contract Negotiation
August 2017	Rapid Workflow Certification Training to Sr. Management Analysts

This is what the City's Project Manager had to say about our performance:

January 30, 2018

In June of 2017, the City of Centennial retained ThirdWave Corporation for consulting services to support the procurement of the City's Enterprise Resource Planning (ERP) system. The scope of work included business requirements, technical requirements, business process documentation, RFP development, vendor evaluation criteria, vendor selection for demonstrations and contract review and negotiations.

The City had experienced the professionalism and the value of ThirdWave's Rapid Workflow workshops in 2015 when ThirdWave supported the City in the efforts to create an IT Strategic Plan. What has impressed the City during the ERP project is the breadth of knowledge and expertise that ThirdWave has regarding ERP systems. The insights provided by ThirdWave had not only allowed the project to keep moving forward, but provided a level of comfort to all stakeholders that participated in the project.

Additionally, the project would not have maintained the aggressive schedule that was laid out by the City without the project management and facilitation skills demonstrated by Roy Hernandez. As challenges came up Mr. Hernandez was true thought partner with the City, and helped develop creative ways to keep the project on track to meet the major milestones.

ThirdWave had a direct impact on the support the City project manager received from the departments and executive management of the City.

It was a stroke of luck to have found ThirdWave during the IT Strategic Plan project, and their knowledge, professionalism and integrity was critical to the success of Centennial's ERP project.

Mitch Meier
Sr. Management Analyst
City Manager's Office

2.5.4 City of Sacramento Digital (IT) Master Plan

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City of
SACRAMENTO



ThirdWave has enjoyed a long-term relationship with the City of Sacramento, primarily because of our proven ability to deliver results as a trusted partner. Here is a list of projects we have carried out over the last 13 years:

June 2005 – Dec 2005	ECMS Strategic Plan
October 2006 – Feb 2007	Website Redesign & E-Government Strategy
March 2008 – June 2008	ECMS Implementation (Sub to Documentum)
October 2013 – Sept 2014	Digital Strategy Plan
April 2016 – April 2018	Digital Strategic Plan Refresh

This is what the City's CIO had to say about our performance and results of the project:

June 2, 2014

Re: Letter of Reference

ThirdWave recently completed the development of the City of Sacramento's Digital Strategy that serves as the framework for how technology services will be managed and delivered throughout City. ThirdWave was selected for this project over three other proposals due to their comprehensive project management methodology and information gathering approach, 25 years of experience in developing strategic plans, and past proven track record with other City of Sacramento projects. Included under the project were 30 business process workshops, IT focus groups, executive management interviews, IT staff skills assessment, and on-line staff survey.

Working under an aggressive timeline, ThirdWave delivered the project on-time and exceeded project expectations. Among the several information gathering exercises performed by ThirdWave, their patient Rapid Workflow business process workshops were instrumental in providing a self-contained assessment of specific business challenges that addressed problems, impacts, solutions and benefits. This unique process helped identify business inefficiencies that formed the basis of the Digital Strategy recommendations and technology initiatives to address these issues. ThirdWave's unmatched data driven process and technical experience provided a foundation for supporting the formal project recommendations and implementation plan developed from the project.

In summary, I am extremely pleased with the services provided by ThirdWave. Their vast experience in developing organizational IT strategic plans came shining through in delivering an exceptional product that the City will benefit from for years to come. Roy, you and ThirdWave team are truly remarkable and have been a pleasure to work with. Thank You!

Sincerely,
Maria MacGunigal
Chief Information Officer
City of Sacramento

2.5.5 City of Long Beach ECMS Requirements, RFP, Procurement & Contract Negotiation

Scott Otta
Business Information Technology Officer
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Long Beach, CA 90802 \\\n562.570.6873
Scott.Otta@longbeach.gov

April 2016 – November 2017

The project included the development of an enterprise strategy for the replacement of an existing electronic document management system for all departments in the 12-story City Hall Building. This project had a crucial schedule to follow, as all departments were to leave the existing City Hall building, which will be demolished and replaced with the construction of a new City Hall, set to be completed by May 2020.



The project culminated in an RFP for an ECMS for 5,000 staff, including the back-file conversion of 65,000,000 (sixty-five million) hardcopy pages.

ThirdWave was also retained to facilitate the procurement process including: pre-bid conference, issue addendum, evaluate proposals/shortlist, develop demonstration/benchmark scripts, facilitate vendor demonstrations, vendor evaluation/selection and contract negotiation.

The value of the proposed two-year project estimated to cost approximately \$6,700,000 (six million seven hundred thousand) over two years.

Section 3 Price Proposal



3.1 Cost Proposal

The following provides the cost proposal and payment schedule for the proposed engagement. Upon mutual agreement on the services provided will be carried out on a Fixed-Fee Professional Services Agreement.

The following provides a summary of costs, which is followed by a detailed payment and deliverables schedule.



Figure 3.1.1: Cost Summary

Project Phases		Cost
0.	Project Management	15,785
1.	Technical & Functional Requirements	54,010
2.	Procurement Phase	46,030
3.	Contract Negotiations	4,175
Total		\$ 120,000

3.2 Detailed Payment Schedule

The following figures provide a detailed breakdown of project costs, deliverables and payment schedule.

Figure 3.2.1: Detailed Payment Schedule

Phase	Description & Deliverables	Subtask	Task	Phase
Phase 0	Project Management			15,785
Task 0.1	Project Kick-off Meeting		2,280	
	Deliverable 0.1: Project Kick-Off Meeting			
Task 0.2	Ongoing Coordination		6,580	
	Deliverable 0.2: Weekly Coordination Conference Calls			
Task 0.3	Monthly Status Report		6,925	
	Deliverable 0.3: Monthly Status Reports (Invoiced monthly)			
Phase 1	Technical & Functional Requirements			54,010
Task 1.1	As-Is Rapid Workflow® Workshops		11,068	
Task 1.1.1	Hold As-Is Workshops		4,940	
	Deliverable 1.1.1: As-Is Business Requirements Workshops			
Task 1.1.2	Document Business & Service Delivery Requirements		4,875	
	Deliverable 1.1.2: Draft Business Process Maps			
Task 1.1.3	Finalize As-Is Business Process Maps		1,253	
	Deliverable 1.1.3: As-Is Business Process Maps			
Task 1.2	To-Be Rapid Workflow® Workshops		20,465	
Task 1.2.1	Hold To-Be Process Workshops		9,880	
	Deliverable 1.2.1: To-Be Business Workshops			
Task 1.2.2	Document To-Be Processes		8,280	
	Deliverable 1.2.2: Draft To-Be Maps			
Task 1.2.3	Final To-Be Business Process		2,305	
	Deliverable 1.2.3: To-Be Business Process Maps			
Task 1.3	ERP Reporting Requirements		7,110	
Task 1.3.1	Hold Report Requirement Workshops		4,487	
	Deliverable 2.3.1: Report Requirement Workshops			
Task 1.3.2	Reporting Requirements		2,623	
	Deliverable 2.3.2: Report Specification			
Task 1.4	ERP Interface Requirements		5,045	
Task 1.4.1	Hold Interface Requirements Workshops		4,175	
	Deliverable 2.4.1: Interface Requirements Workshops			
Task 1.4.2	Interface Requirements		870	
	Deliverable 2.4.2: Interface Requirements			

Task 1.5	Data Migration Workshops.....	3,693
Task 1.5.1	Hold Data Migration Workshops	2,705
	Deliverable 2.5.1: Data Migration Workshops	
Task 1.5.2	Data Migration Requirements	988
	Deliverable 2.5.2: Data Migration Requirements	
Task 1.6	Develop Implementation Plan.....	6,630
Task 1.6.1	Draft Implementation Plan	4,665
	Deliverable 2.6.1: Draft Implementation Plan	
Task 1.6.2	ERP Implementation Plan	1,965
	Deliverable 2.6.2: ERP Implementation Plan	
Phase 2	Procurement Phase	46,030
Task 2.1	ERP RFP Requirements.....	11,370
Task 2.1.1	Draft ERP RFP	8,513
	Deliverable 2.1.1: Draft Technical Section to RFP	
Task 2.1.2	ERP RFP	2,858
	Deliverable 2.1.2: ERP RFP Technical Sections	
Task 2.2	Pre-Bid Conference	2,505
	Deliverable 2.2: Attend Pre-bid Conference	
Task 2.3	Assist with Response to Questions & Addendums	1,788
	Deliverable 2.3: Response to Questions & Addendums	
Task 2.4	Vendor Proposals Evaluation	12,043
	Deliverable 2.3: Proposal Evaluation & Vendor Shortlisting	
Task 2.5	Vendor Demonstrations / Benchmarks.....	4,505
	Deliverable 2.4: Vendor Demonstration Agenda & Scripts	
Task 2.6	Attend Vendor Demonstrations	10,985
	Deliverable 2.5: Attend Vendor Demonstrations	
Task 2.7	Final Vendor & Selection.....	2,835
	Deliverable 2.7: Vendor Selection Input	
Phase 3.0	Contract Negotiation	4,175
Task 3.1	Assist with Contract Negotiation.....	4,175
	Deliverable 6: Contract Negotiation	
Total Cost		\$ 120,000

Section 4 Similar Project Artifacts



4.1 Sample of Similar Project Artifacts

The following pages provide samples from other similar projects.

4.1 Helix Water District. La Mesa CA

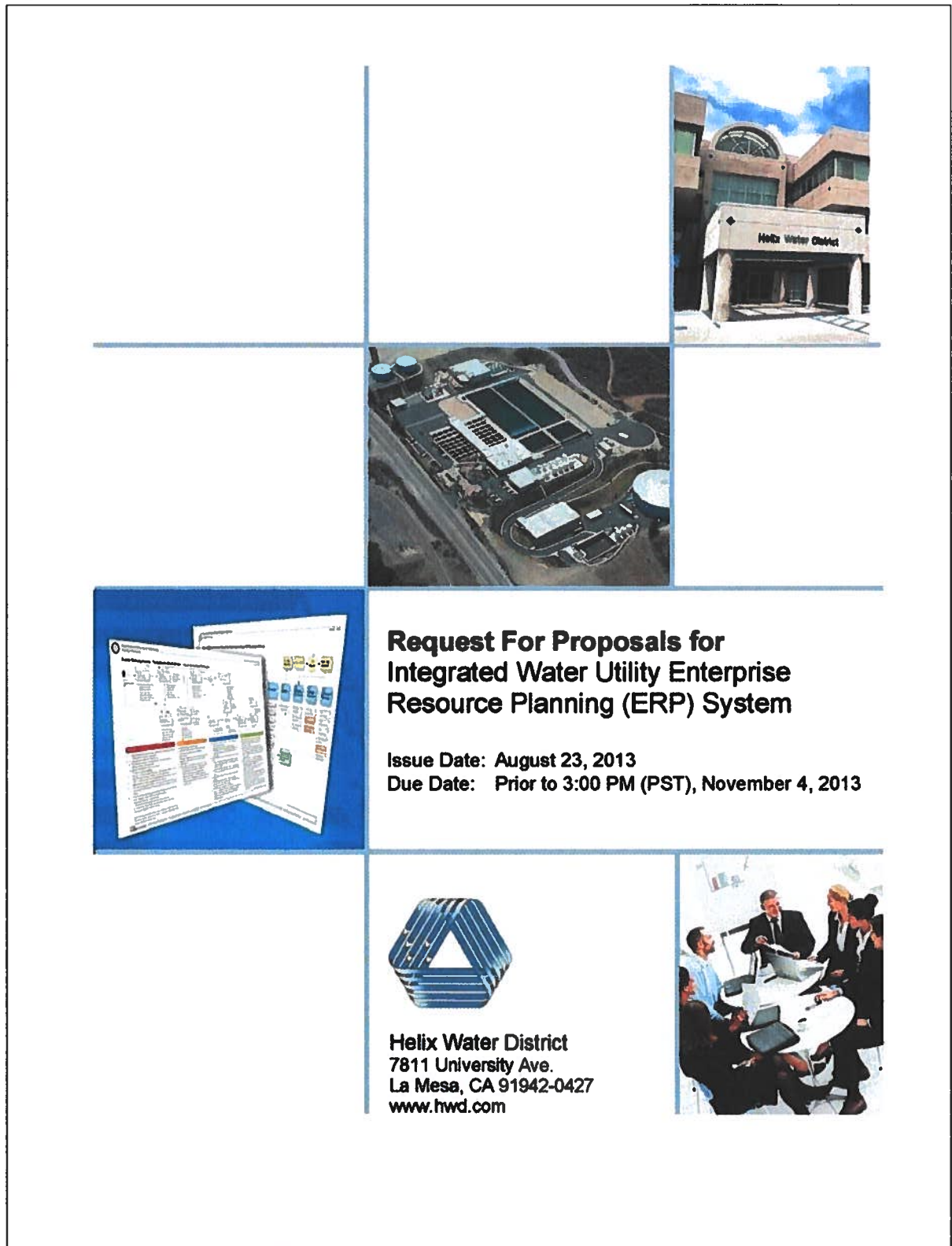
ERP Requirements Definition, RFP, Procurement, Contract Negotiation & Implementation Project Management Office

Figure 4.1.1: Helix Water ERP RFP Table of Contents

This sample is the table of contents for an ERP RFP where we developed requirements, wrote the RFP, facilitated the procurement process and assisted with contract negotiation. (The entire RFP document is not included as it is a 200-page document.)



Figure 4.1.1: Helix Water ERP RFP Table of Contents



RFP for an Integrated Water Utility Enterprise Resource Planning (ERP) System

Helix Water District

**REQUEST FOR PROPOSAL
for an Integrated Water Utility
Enterprise Resource Planning (ERP) System**

Invitation

Issued Date: August 30, 2013
Proposal Due Date: November 4, 2013, Prior to 3:00 PM (PST)

Pre-Proposal Conference: September 6, 2013, 1:00PM
Board Room
Helix Water District
7811 University Ave.
La Mesa, CA 91942-0427

Delivery Address: Helix Water District
Information Services Division

7811 University Ave.
La Mesa, CA 91942-0427
Attention: Quince Lunde, Project Manager

Requests for information related to this Proposal should be directed to the ERP Project Manager:

Helix Water District
Quince Lunde
Project Manager
Quince.Lunde@HELIXWATER.org
619.667.6288 - Office & Voice Mail

RFP for an Integrated Water Utility Enterprise Resource Planning (ERP) System
Helix Water District

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RFP for an Integrated Water Utility Enterprise Resource Planning (ERP) System
Helix Water District

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RFP for an Integrated Water Utility Enterprise Resource Planning (ERP) System
Helix Water District

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Helix Water District

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4.2 City of Centennial, CO

ERP Requirements Definition, RFP, Procurement, Contact Negotiation & Implementation Project Management Office

This example Includes a series of Rapid Workflow® artifacts. These are similar to those previously produced for the City of Costa Mesa, with one notable exception: As-Is and To-Be workshops where the data is going to be used to inform an RFP are substantially more detailed. This project included developing an ERP RFP for the City, including requirements, RFP, facilitating the procurement process, and assisting with contract negotiation.

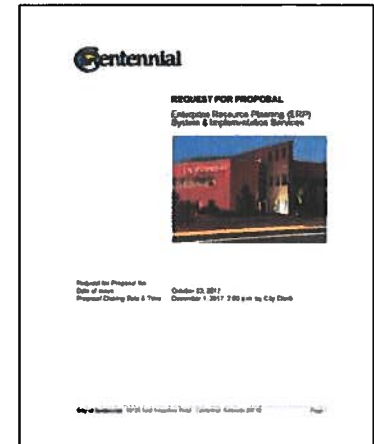


Figure 4.2.1: Session 14. Fixed Asset Public Works As-Is Process Map

This artifact represents a typical a Visio as-is process map produced after the workshops, after end user comments have been incorporated.

Figure 4.2.2: Session 14. Fixed Asset Public Works To-Be Business Process

This map is produced in the To-Be workshop with process owners. New software, electronic documents and activities are shown in blue. To-Be workshops also elaborate on the solution set developed in the As-Is workshop in a much more detailed manner, including the following:

- Software Features & Functions
- Reports
- Interfaces
- Data Types
- System requirements
- Performance Requirements (if applicable)
- Hardware Requirements (if applicable)
- Assumptions

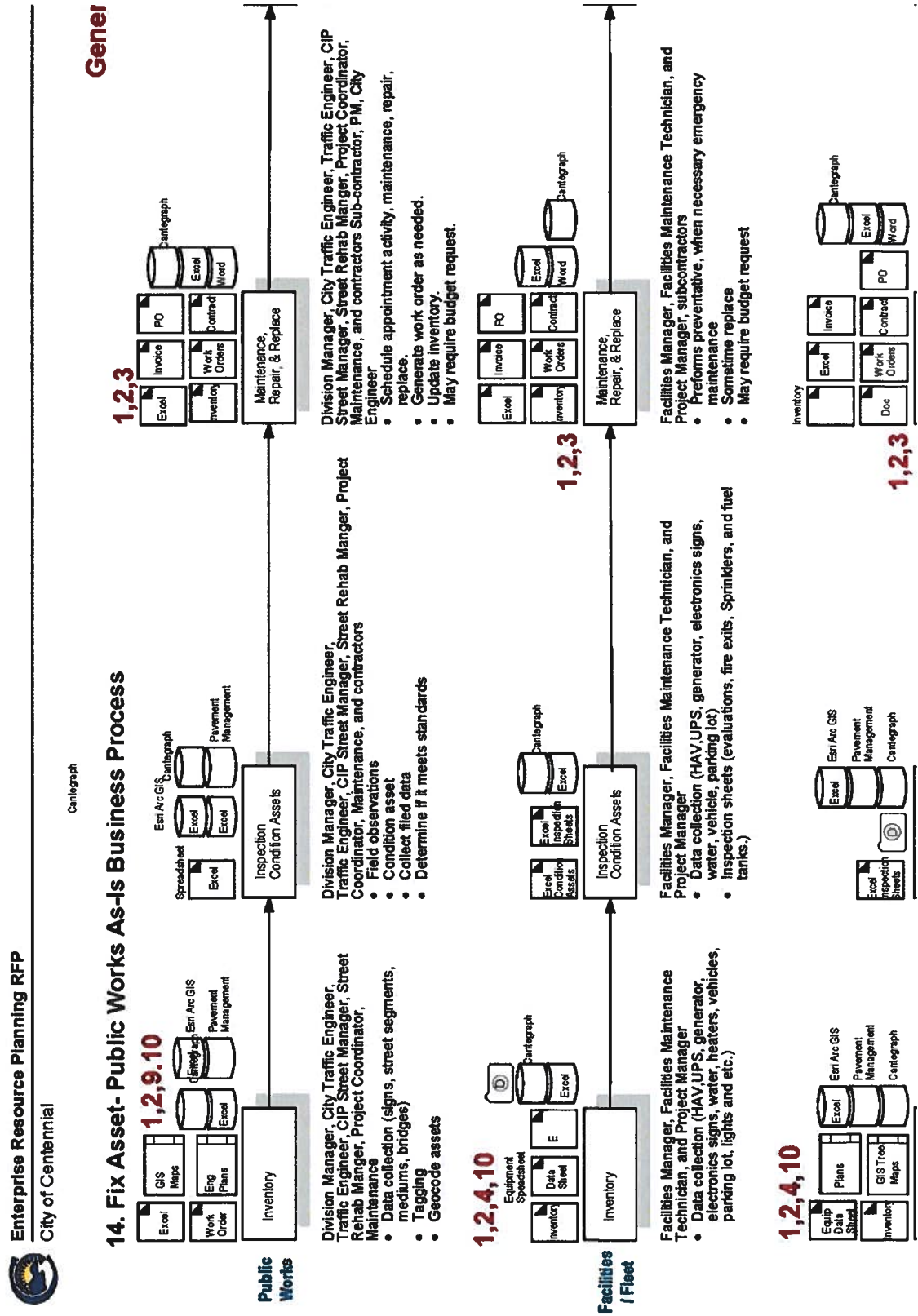
Figure 4.2.3: Session 3: Reports To-Be Model

This artifact represents a workshop held to identify reporting requirements for an application.

Figure 4.2.4: Session 5: Interface Enterprise To-Be Model

This artifact represents a workshop held to identify system interface requirements for an application. This also includes a narrative on applications the new software will need to interface with, and the data that will need to be pulled or pushed.

Figure 4.2.1: 14. Fixed Asset Public Works As-Is Process Map





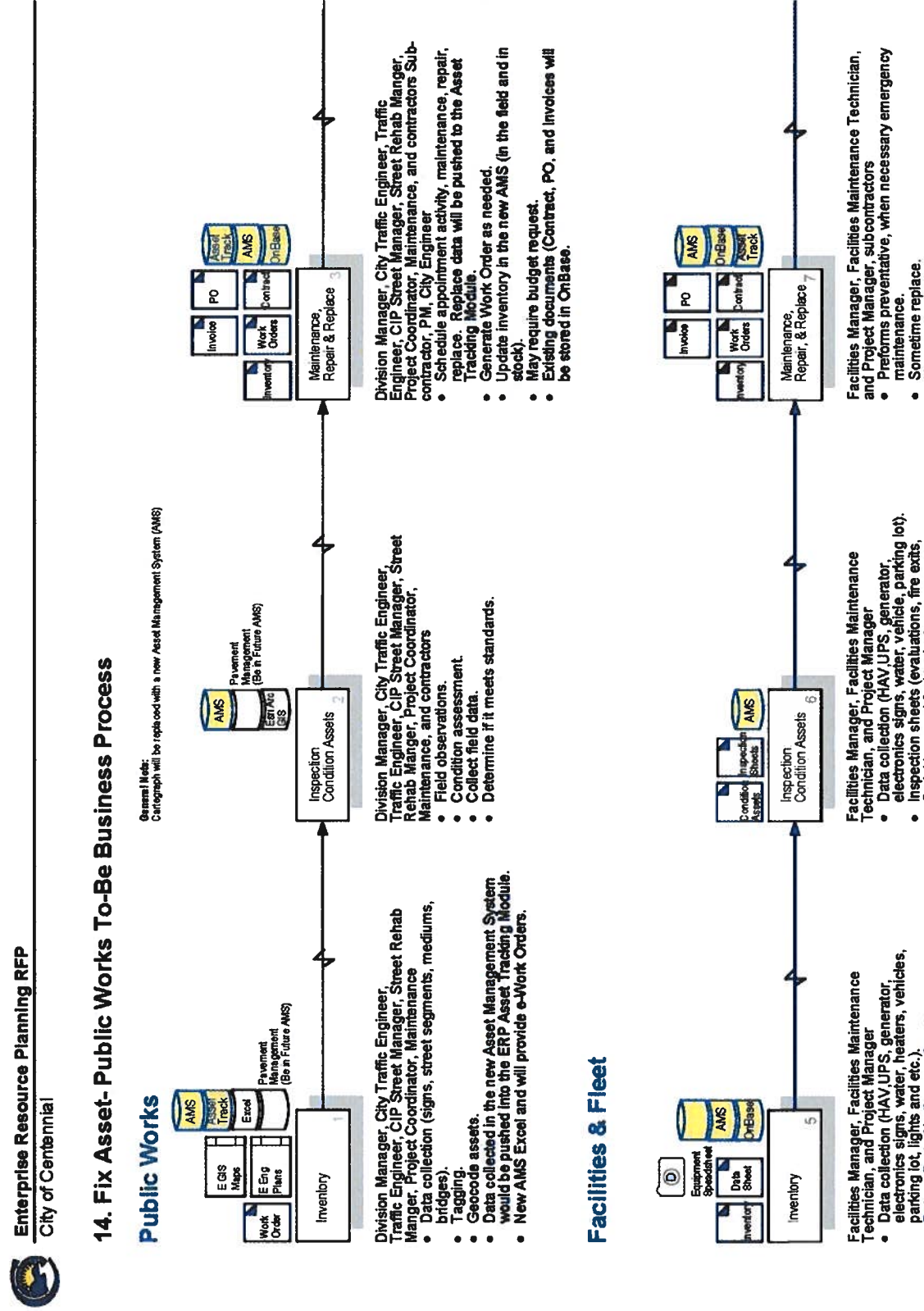
Enterprise Resource Planning RFP

City of Centennial

14. Fix Asset- Public Works As-Is Business Process

Problems	Impacts	Solutions
<ol style="list-style-type: none"> 1. Undear on what assets need an inventory tag. 2. Lack of method of identification. 3. There is n formal notification when an asset is placed in service. 4. No reconciliation of the financial assets to the inventory assets. 5. There is disconnect between operational data and finance data need. 6. Disposal notification doesn't always reach Finance. 7. Lack of compliance with City disposal policy. 8. The asset management system isn't automated enough. It isn't connected to GIS. 9. Lack of asset common definition for Financial. 10. Undear of current status of assets. 	<ol style="list-style-type: none"> 1. - Inaccurate/ incomplete evaluation. 2. - SA#1 3. - Understand financial statements <ul style="list-style-type: none"> - When a developer builds a road, information doesn't get into the City inventory. Doesn't become a public Works asset. Also, applies to annexation asset. 4. - SA#1, #2, and #3 5. - Obsolete assets that haven't been removed. 6. - Both groups are tracking assets. But, differently. 7. - Staff time 8. - Frustration 9. - Overstatement of asset 10. - SA#6 11. - Frustration 12. - Public perception/ Legal exposure. 13. - Environmental regulations. 14. - SA#1 15. - Staff time 16. - Frustration 17. - Inefficient 18. - Inaccuracy 19. - Mismatch of inventory 20. - SA#5 21. - Affect the implementation of the ERP and Asset Management. 22. - SA#1 #3, and #6 	<ol style="list-style-type: none"> 1. Asset management Module <p>Features and Functions</p> <ul style="list-style-type: none"> • Establish a clear definition of a financial asset. • Set thresholds for tagging. • Tags should be "smart tag" (mobile bar scanning) • Parent/ child assets • New inventory management must contain cost data, and the interoperable with the ERP and push data to the ERP as required. • Define when an asset goes into service • Define the process for informing finance, adopt metrics of time. • Annual reconciliation. • SA#1 and #3 • SA# 2 • Define and formalize the access • Education • Update existing policy • Implement new asset management system. • Integrate new asset with ERP and OnBase • SA#1 • SA#8 • Clarify what the need is. <p>Reporting</p> <ul style="list-style-type: none"> • <p>Interfaces</p> <ul style="list-style-type: none"> •

Figure 4.2.1: 14. Fixed Asset Public Works To-Be Business Process

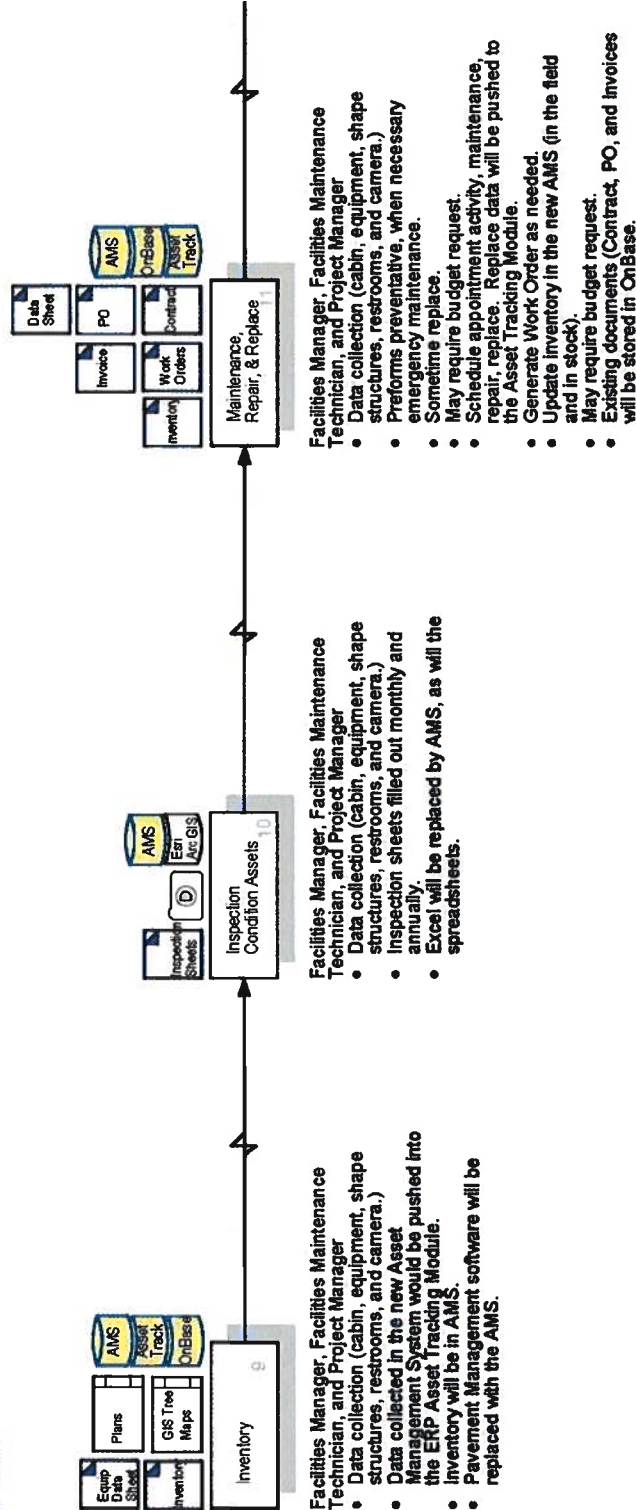




Enterprise Resource Planning RFP
City of Centennial

14. Fix Asset- Public Works To-Be Business Process

Parks





14. Fix Asset- Public Works To-Be Business Process

Information Technology Solutions

Public Work Fixed Asset Tracking Solution

- T 1. Features and Functions**
- Establish a clear definition of a financial asset.
 - Set thresholds for tagging.
 - Tags should be "smart tag" (mobile bar scanning).
 - Parent/child assets.
 - New inventory management must contain cost data, and be interoperable with the ERP, and push data to the ERP as required.
 - Define when an asset goes into service.
 - Define the process for informing Finance, adopt metrics of time.
 - Annual reconciliation.
 - Implement new Asset Management System.
 - Clarify what the need is.
 - Calculate depreciation.

Reports

- Asset Additions Report (Finance)
- Asset Disposal Report (Finance)
- Asset Listing (Finance)
- Asset Depreciation (Finance)
- Asset Accumulation Report (Finance)
- Net Book Value (Finance)
- Condition Assessment Report
- Asset Class
- Assets by Location
- Serial Number
- Manufacturer

T 2, Interfaces

- ERP
- OnBase

T 3 Data Type Requirements

- Cost
- Life Expectancy
- Serial Numbers
- Asset Types / Classifications
 - Equipment
 - Roads
 - Signage
 - Software
 - Vehicles
 - Lights
 - Signals
 - Fiber Cable
 - Streets
 - Sidewalks
 - Storm Drainage
 - Bridges
 - Machinery
 - Buildings
 - Land
- Asset Number

T 4 System Requirements

T 5 Performance Requirements (Service Levels, Security, etc.)

T 6 Hardware Requirements

T 7 Assumptions

Business Process / Operational Solutions

The following notes reflect change to the existing business process illustrated in the As-Is Process Model.

- 1. **Step 1:** Data collected in the new Asset Management Module. Existing documents will be pushed into the ERP Asset Tracking producing an electronic Work Order.
- 2. **Step 2:** The future AMS will replace Excel and Cartegraf.
- 3. **Step 3:** Maintenance, repair and replace data will be in the Asset Tracking Module and updated in the new AMS. Existing documents will be stored into OnBase (i.e., Cor and Invoices).
- 3. **Step 4:** Excel and Word will be replaced with the use of Tracking Module and future AMS. Disposals documents stored into OnBase.
- 4. **Step 5:** Data collected in the new Asset Management Module. Existing documents will be pushed into the ERP Asset Tracking Module. Inventory will be in AMS.
- 5. **Step 6:** Excel will be replaced by AMS, as we spreadsheets.
- 6. **Step 7:** Maintenance, repair and replace data will be in the Asset Tracking Module and updated in the new AMS. This future step may require a budget request. Existing documents will be stored into OnBase (i.e., Contract, PO, and Update inventory in the new AMS (in the field and in stock).
- 7. **Step 8:** Excel and Word will be replaced with the use of Tracking Module and future AMS. Disposals documents stored into OnBase..
- 8. **Step 9:** Data collected in the new Asset Management System. Existing documents will be pushed into the ERP Asset Tracking Module. Inventory will be in AMS. Pavement Maintenance software will be replaced with the AMS.
- 9. **Step 10:** Excel will be replaced by AMS, as we spreadsheets.
- 10. **Step 11:** Maintenance, repair and replace data will be in the Asset Tracking Module and updated in the new AMS. This future step may require a budget request. Existing documents will be stored into OnBase (i.e., Contract, PO, and

Figure 4.2.2: Session 3: Reports To-Be Model



ERP Requirements & RFP
City of Centennial

Session 3: Reports To-Be Model

Information Technology Solutions

1. Reports Application

Features and Functions

- All reports will be by a date, year, fiscal year, or date range list.
- Ability to sort on data fields, dates, etc.
- Reports by departments.
- Reports by fund.
- Provide ample space for notations/notes.
- Automatic Email Notifications
- User Friendly G.U.I
- Dash Boards
- Open Architecture, Interoperability

Reports

- Financials Reporting
 - Comparative Reports: Budget to Actual with Variance, Year-over-Year, Month Current Year to prior Year, Current year Month by Month – for Revenue and Expenditures
 - Balance Sheet
 - Income Statement
 - Cash Needs
 - Cash Flow
 - Project Reporting:
 - Budget
 - Spent
 - Encumbered
 - All projects status report
 - Multiyear projects
 - Percentage complete report on projects
 - Fund Balance
 - Supplemental
 - Carry Forward: show project by project balance at the end of the year, which will carry forward to the following year
 - Forecasting:
 - Expenditure
 - Revenues
 - Benefits
- AR Reports
 - Open Invoices
 - Batch Deposit:
 - Outstand Accounts Receivables: Aging (0-30, 31-60, > 60 days outstanding)
 - Customer Activity: History of invoices and payments.
- AP Reports
 - Aging
 - 1089
 - Vendor History:
 - By payment date
 - By liability date
 - By Vendor Industry
 - Vendor Payment History
 - Invoice History
 - Check Register
 - Open Encumbrances / P.O.'s
 - Uncleared checks
 - Voided Checks
 - Distribution Reports by Invoice
 - Change Order Report
 - Encumbrances
- Budget Report
 - Projections with variable input
 - Budget by GL Account Number
 - Budget to Actual on Projects.
 - Budget by Department
 - Budget by Fund
 - Budget by category role up i.e., training, wages, and benefits.
 - Budget variances year over year.
 - Budget supplemental
 - Budget Transfer
 - Budget Carry Forward
- Fixed Assets Report
 - By Fixed Asset Category
 - By Location
 - By Life Cycle

City of Centennial

Module Relationships

This chart illustrates the anticipated impact of the new ERP modules on the other ERP modules. For instance item 3, AP, the GL, Financials, Purchasing, Fixed Asset, AR, Budget, Fixed Asset or Purchasing, as a high level overview of how the new ERP modules will impact the other ERP modules.

This chart illustrates two anticipated push/pull data relationships between Secondly, the relationship between in this focus group with stakeholders exceptions are the Project Acco interface with UMB/ISA P-Card.

Note: This would be an option if the proposed is GASB 34 compliant for the conversion.

[illegible]



ERP Requirements & RFP

City of Centennial

Session 5: Interface Enterprise To-Be Model

System Interface Requirements

Software

7

The following list includes existing application that the ERP will have to interface to. In most cases information data flow will be to the ERP Cashiering Modules, and in some cases will be to the AP and GL Modules.

The following lie cloud hosted application.

1. OnBase - Document management and agenda management. Accessing documents/records.
2. Energov to Cashiering Module Land/Application
 - Transaction per day and payment type
 - Revenue per day by GL Account
 - Date
 - Amount
 - Department
 - Payment Type
3. Chameleon to Cashiering Module - Animal Licensing (Contractor owns: unsure)
 - Transaction per day and payment type
 - Revenue per day by GL Account
 - Date
 - Amount
 - Department
4. Cartegraph to Cashiering Module - Work Management (Shared Licensing)
 - Transaction per day and payment type
 - Revenue per day by GL Account
 - Date
 - Amount
 - Department
5. Incode to Cashiering Module - Court Management
 - Transaction per day and payment type
 - Revenue per day by GL Account
 - Date
 - Amount
 - Department
6. RecTrac- Park/Meeting Reservations to Cashiering Module
 - Transaction per day and payment type
7. Innoprise- Sales Tax Reporting to Cashiering Module
 - Transaction per day and payment type
 - Revenue per day by GL Account
 - Date
 - Amount
8. ADP- Payroll Process to GL Module
 - Date
 - Amount
 - Department
 - Cost Center, GL Account
9. UMB/ Visaintellink- to AP Module AP Module would push data to the Project and Grants Modules. (Subject to Finance Director approval)
 - Expenditure by transaction
 - Date
 - Amount
 - Department
 - Vendor Code
 - Project Code
 - Description
 - Cost Center
 - GL Account

General Requirements:

- Request information from the vendor's solution on the ability to export/import CSV files as an option to building interfaces.
- Provide a Portal.

1. OnBase
2. Energov
3. Chameleon
4. Cartegraph
5. Incode
6. ETS
7. Official Pa
8. Telecheck
9. RecTrac
10. Innoprise
11. ADP
12. Citizen-Ao
13. Caspio
14. Phoenix
15. UMB/ Visa
16. Wells Fargo
17. Wells Fargo

EXHIBIT B

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs;
and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.